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*Attorneys for Plaintiff,  
Schuyler McHenry,*

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Schuyler McHenry,

Plaintiff,

vs.

Experian Information Solutions, Inc.,  
an Ohio corporation;  
Equifax Information Services, LLC,  
a Georgia corporation;  
Wells Fargo Bank, NA,  
a California corporation;  
Toyota Financial Services, an assumed  
name for Toyota Motor Credit Corp,  
a California corporation;  
Navient Solutions, Inc.,  
a Delaware corporation;  
and Ithaca College,  
a foreign company.

Defendants.

Case No.:

**COMPLAINT**

**JURY TRIAL DEMAND**

1 NOW COME THE PLAINTIFF, SCHUYLER MCHENRY, BY AND  
2 THROUGH COUNSEL, Nicholas Nowicki, and for his Complaint against the  
3 Defendants, pleads as follows:  
4

5 **JURISDICTION**

- 6  
7 1. Jurisdiction of this court arises under 15 U.S.C. §1681p.  
8 2. This is an action brought by a consumer for violation of the Fair Credit  
9 Reporting Act (15 U.S.C. §1681 et. seq [hereinafter “FCRA”]).  
10

11 **VENUE**

- 12  
13 3. The transactions and occurrences which give rise to this action occurred in the  
14 City of Scottsdale, Maricopa County, California.  
15 4. Venue is proper in the District of Arizona, Phoenix Division.  
16

17 **PARTIES**

- 18  
19 5. The Defendants to this lawsuit are:  
20 a. Experian Information Solutions, Inc. (“Experian”), which is an Ohio  
21 company that maintains a registered agent in Los Angeles County,  
22 California;  
23  
24 b. Equifax Information Services, LLC (“Equifax”), which is a Georgia  
25 corporation that maintains a registered agent in Sacramento County,  
26 California;  
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- c. Wells Fargo Bank, NA (“Wells Fargo”), which is a foreign company that maintains a registered agent in Maricopa County, Arizona;
- d. Toyota Financial Services an assumed name for Toyota Motor Credit Corporation (“Toyota”) which is a California company that maintains a registered agent in Maricopa County, Arizona;
- e. Navient Solutions, Inc. (“Navient”) a Delaware corporation that maintains a registered agent in Maricopa County, Arizona;
- f. Ithaca College (“Ithaca”) a foreign company that maintains offices in Ithaca, New York.

### **GENERAL ALLEGATIONS**

6. In February, 2015, Plaintiff obtained his Equifax credit file and noticed that Wells Fargo was reporting its trade line with account number 7002XXXX (“Errant Trade Line”) with language indicating that he owed \$18,274.00 on a monthly basis. This is false as the entire balance on the Errant Trade Line was \$18,274.00.
7. In February, 2015, Mr. McHenry submitted a letter to Equifax disputing the inaccurate monthly payment of \$18,274.00 on the Errant Trade Line.
8. Upon information and belief, Equifax transmitted Mr. McHenry’s consumer dispute to Wells Fargo.

1 9. On or about May 27, 2015, Mr. McHenry obtained his Equifax credit file and  
2 noticed that Wells Fargo continued to misreport the Errant Trade Line with the  
3 erroneous monthly payment of \$18,274.00.  
4

5 10. On or about June 2, 2015, Mr. McHenry submitted another letter to Equifax  
6 disputing the erroneous monthly payment of \$18,274.00 on the Wells Fargo  
7 Errant Trade Line.  
8

9 11. Upon information and belief, Equifax transmitted Mr. McHenry's second  
10 consumer dispute to Wells Fargo.  
11

12 12. On or about June 27, 2015, Mr. McHenry obtained his credit files and noticed  
13 that the following trade lines contained multiple "KDs" meaning "Key  
14 Derogatory" ("Errant Trade Lines"):  
15

- 16 a. Navient Solutions, Account Number: 502935048399XXXX;  
17 b. Wells Fargo, Account Number: 7002XXXX;  
18 c. Navient Solutions, Account Number: 502935048399XXXX;  
19 d. Navient Solutions, Account Number: 502935048399XXXX;  
20 e. Toyota MTR, Account Number: 7040156342008XXXX; and  
f. Ithaca College, Account Number: 535114866PEXXXX.

21 13. On or about August 4, 2015, Mr. McHenry, submitted another letter to  
22 Experian and Equifax disputing the multiple charge offs on all of the Errant  
23 Trade Lines.  
24

25 14. Upon information and belief the CRAs transmitted Mr. McHenry's consumer  
26 dispute to Navient, Wells Fargo, Toyota and Ithaca.  
27  
28

1 15. On or about September 25, 2015, Mr. McHenry obtained his credit files and  
2 noticed that Navient Solutions retained the multiple charge offs on all three of  
3 its Errant Trade Lines with account number 502935048399XXXX on Mr.  
4 McHenry's Experian credit file and it retained the multiple charge offs on two  
5 of its Errant Trade Lines on his Equifax credit file. In addition, Toyota retained  
6 the multiple charge offs on its Errant Trade Line with account number  
7 7040156342008XXXX on Mr. McHenry's Experian credit file. Finally, this  
8 showed that not only was Wells Fargo reporting the errant monthly payment of  
9 \$18,274.00 on Mr. McHenry's Equifax credit file, but that it also retained the  
10 multiple charge offs on Mr. McHenry's Experian and Equifax credit files.  
11  
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15 **COUNT I**

16 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
17 **BY WELLS FARGO**

18 16. Plaintiff realleges the above paragraphs as if recited verbatim.

19 17. After being informed by Equifax and Experian of Mr. McHenry's consumer  
20 dispute of the multiple charge offs on the Errant Trade Line and after being  
21 informed by Equifax of Mr. McHenry's consumer dispute of the erroneous  
22 monthly payment on the Errant Trade Line, Wells Fargo negligently failed to  
23 conduct a proper reinvestigation of Mr. McHenry's disputes as required by 15  
24 USC 1681s-2(b).  
25  
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1 18. Wells Fargo negligently failed to review all relevant information available to it  
2 and provided by Equifax and Experian in conducting its reinvestigation as  
3 required by 15 USC 1681s-2(b). Specifically it failed to direct Equifax and  
4 Experian to remove the multiple charge offs on the Errant Trade Line. In  
5 addition, it failed to direct Equifax to remove the erroneous monthly payment of  
6 \$18,274.00 on the Errant Trade Line.  
7

8  
9 19. The Errant Trade Line is inaccurate and creating a misleading impression on  
10 Mr. McHenry's consumer credit file with Equifax and Experian to which it is  
11 reporting such trade line.  
12

13 20. As a direct and proximate cause of Wells Fargo's negligent failure to perform  
14 its duties under the FCRA, Mr. McHenry has suffered damages, mental  
15 anguish, suffering, humiliation and embarrassment.  
16

17 21. Wells Fargo is liable to Mr. McHenry by reason of its violations of the FCRA  
18 in an amount to be determined by the trier fact together with reasonable  
19 attorneys' fees pursuant to 15 USC 1681o.  
20

21 22. Mr. McHenry has a private right of action to assert claims against Wells Fargo  
22 arising under 15 USC 1681s-2(b).  
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1       **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
2 against the Defendant Wells Fargo for damages, costs, interest and attorneys' fees in  
3 the amount of less than twenty five thousand dollars (\$25,000.00) exclusive of costs,  
4 interest and attorneys' fees.  
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7                               **COUNT II**

8                   **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
9                   **WELLS FARGO**

10       23. Plaintiff realleges the above paragraphs as if recited verbatim.

11       24. After being informed by Equifax and Experian that Mr. McHenry disputed the  
12 accuracy of the information it was providing, Wells Fargo willfully failed to  
13 conduct a proper reinvestigation of Mr. McHenry's dispute.  
14

15       25. Wells Fargo willfully failed to review all relevant information available to it  
16 and provided by Equifax and Experian as required by 15 USC 1681s-2(b).  
17

18       26. As a direct and proximate cause of Wells Fargo willful failure to perform its  
19 duties under the FCRA, Mr. McHenry has suffered damages, mental anguish,  
20 suffering, humiliation and embarrassment.  
21

22       27. Wells Fargo is liable to Mr. McHenry for either statutory damages or actual  
23 damages he has sustained by reason of its violations of the FCRA in an amount  
24 to be determined by the trier fact, together with an award of punitive damages  
25 in the amount to be determined by the trier of fact, as well as for reasonable  
26 attorneys' fees and they may recover therefore pursuant to 15 USC 1681n.  
27  
28

### COUNT III

28. Plaintiff realleges the above paragraphs as if recited verbatim.
29. After being informed by Experian of Mr. McHenry's consumer dispute of the Errant Trade Lines, Toyota negligently failed to conduct a proper investigation of Mr. McHenry's dispute as required by 15 USC 1681s-2(b).
30. Toyota negligently failed to review all relevant information available to it and provided by Experian in conducting its reinvestigation as required by 15 USC 1681s-2(b). Specifically it failed to direct Experian to remove the multiple charge offs on the Errant Trade Line.
31. The Errant Trade Line is inaccurate and creating a misleading impression on Mr. McHenry's consumer credit file with Experian to which it is reporting such trade lines.



1 32. As a direct and proximate cause of Toyota's negligent failure to perform its  
2 duties under the FCRA, Mr. McHenry has suffered damages, mental anguish,  
3 suffering, humiliation and embarrassment.  
4

5 33. Toyota is liable to Mr. McHenry by reason of its violations of the FCRA in an  
6 amount to be determined by the trier of fact together with reasonable attorneys'  
7 fees pursuant to 15 USC 1681o.  
8

9 34. Mr. McHenry has a private right of action to assert claims against Toyota  
10 arising under 15 USC 1681s-2(b).  
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13 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
14 against the Defendant Toyota for damages, costs, interest and attorneys' fees  
15 in the amount of less than twenty five thousand dollars (\$25,000.00) exclusive of  
16 costs, interest and attorneys' fees.  
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19 **COUNT IV**

20 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
21 **TOYOTA**  
22

23 35. Plaintiff realleges the above paragraphs as if recited verbatim.

24 36. After being informed by Experian that Mr. McHenry disputed the accuracy of  
25 the information it was providing, Toyota willfully failed to conduct a proper  
26 reinvestigation of Mr. McHenry's dispute.  
27  
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1 37. Toyota willfully failed to review all relevant information available to it and  
2 provided by Experian as required by 15 USC 1681s-2(b).

3  
4 38. As a direct and proximate cause Toyota's willful failure to perform its duties  
5 under the FCRA, Mr. McHenry has suffered damages, mental anguish,  
6 suffering, humiliation and embarrassment.

7  
8 39. Toyota is liable to Mr. McHenry for either statutory damages or actual  
9 damages they have sustained by reason of its violations of the FCRA in an  
10 amount to be determined by the trier of fact, together with an award of punitive  
11 damages in the amount to be determined by the trier of fact, as well as for  
12 reasonable attorneys' fees and he may recover therefore pursuant to 15 USC  
13 1681n.  
14  
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16 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
17 against the Defendant Toyota for the greater of statutory or actual damages, plus  
18 punitive damages, along with costs, interest and attorneys' fees in the amount of less  
19 than twenty-five thousand dollars (\$25,000.00) exclusive of costs, interest and  
20 attorneys' fees.  
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25 **COUNT V**

26 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
27 **BY NAVIENT**

28 40. Plaintiff realleges the above paragraphs as if recited verbatim.

1 41. After being informed by Equifax and Experian of Mr. McHenry's consumer  
2 dispute of the Errant Trade Lines, Navient negligently failed to conduct a  
3 proper investigation of Mr. McHenry's dispute as required by 15 USC 1681s-  
4 2(b).  
5

6 42. Navient negligently failed to review all relevant information available to it and  
7 provided by Equifax and Experian in conducting its reinvestigation as required  
8 by 15 USC 1681s-2(b). Specifically it failed to direct Equifax and Experian to  
9 remove the multiple charge offs on the Errant Trade Lines.  
10  
11

12 43. The Errant Trade Lines are inaccurate and creating a misleading impression on  
13 Mr. McHenry's consumer credit file with Equifax and Experian to which it is  
14 reporting such trade lines.  
15

16 44. As a direct and proximate cause of Navient's negligent failure to perform its  
17 duties under the FCRA, Mr. McHenry has suffered damages, mental anguish,  
18 suffering, humiliation and embarrassment.  
19

20 45. Navient is liable to Mr. McHenry by reason of its violations of the FCRA in an  
21 amount to be determined by the trier of fact together with reasonable attorneys'  
22 fees pursuant to 15 USC 1681o.  
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1 46.Mr. McHenry has a private right of action to assert claims against Navient  
2 arising under 15 USC 1681s-2(b).  
3

4 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
5 against the Defendant Navient for damages, costs, interest and attorneys' fees  
6 in the amount of less than twenty five thousand dollars (\$25,000.00) exclusive of  
7 costs, interest and attorneys' fees.  
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9

10 **COUNT VI**

11 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY**  
12 **NAVIENT**  
13

14 47. Plaintiff realleges the above paragraphs as if recited verbatim.

15 48. After being informed by Equifax and Experian that Mr. McHenry disputed the  
16 accuracy of the information it was providing, Navient willfully failed to  
17 conduct a proper reinvestigation of Mr. McHenry's dispute.  
18

19 49. Navient willfully failed to review all relevant information available to it and  
20 provided by Equifax and Experian as required by 15 USC 1681s-2(b).  
21

22 50. As a direct and proximate cause Navient's willful failure to perform its duties  
23 under the FCRA, Mr. McHenry has suffered damages, mental anguish,  
24 suffering, humiliation and embarrassment.  
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1 51. Navient is liable to Mr. McHenry for either statutory damages or actual  
2 damages they have sustained by reason of its violations of the FCRA in an  
3 amount to be determined by the trier of fact, together with an award of punitive  
4 damages in the amount to be determined by the trier of fact, as well as for  
5 reasonable attorneys' fees and he may recover therefore pursuant to 15 USC  
6 1681n.  
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10 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
11 against the Defendant Navient for the greater of statutory or actual damages, plus  
12 punitive damages, along with costs, interest and attorneys' fees in the amount of less  
13 than twenty-five thousand dollars (\$25,000.00) exclusive of costs, interest and  
14 attorneys' fees.  
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18 **COUNT VII**

19 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
20 **BY ITHACA**

21 52. Plaintiff realleges the above paragraphs as if recited verbatim.  
22

23 53. After being informed by Experian of Mr. McHenry's consumer dispute of the  
24 Errant Trade Line, Ithaca negligently failed to conduct a proper investigation of  
25 Mr. McHenry's dispute as required by 15 USC 1681s-2(b).  
26

27 54. Ithaca negligently failed to review all relevant information available to it and  
28 provided by Experian in conducting its reinvestigation as required by 15 USC

1 1681s-2(b). Specifically it failed to direct Experian to remove the multiple  
2 charge offs on the Errant Trade Line.  
3

4 55. The Errant Trade Line is inaccurate and creating a misleading impression on  
5 Mr. McHenry's consumer credit file with Experian to which it is reporting such  
6 trade lines.  
7

8 56. As a direct and proximate cause of Ithaca's negligent failure to perform its  
9 duties under the FCRA, Mr. McHenry has suffered damages, mental anguish,  
10 suffering, humiliation and embarrassment.  
11

12 57. Ithaca is liable to Mr. McHenry by reason of its violations of the FCRA in an  
13 amount to be determined by the trier of fact together with reasonable attorneys'  
14 fees pursuant to 15 USC 1681o.  
15

16 58. Mr. McHenry has a private right of action to assert claims against Ithaca arising  
17 under 15 USC 1681s-2(b).  
18

19 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
20 against the Defendant Ithaca for damages, costs, interest and attorneys' fees  
21 in the amount of less than twenty five thousand dollars (\$25,000.00) exclusive of  
22 costs, interest and attorneys' fees.  
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**COUNT VIII**

**WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT BY  
ITHACA**

59. Plaintiff realleges the above paragraphs as if recited verbatim.

60. After being informed by Experian that Mr. McHenry disputed the accuracy of the information it was providing, Ithaca willfully failed to conduct a proper reinvestigation of Mr. McHenry's dispute.

61. Ithaca willfully failed to review all relevant information available to it and provided by Experian as required by 15 USC 1681s-2(b).

62. As a direct and proximate cause Ithaca's willful failure to perform its duties under the FCRA, Mr. McHenry has suffered damages, mental anguish, suffering, humiliation and embarrassment.

63. Ithaca is liable to Mr. McHenry for either statutory damages or actual damages they have sustained by reason of its violations of the FCRA in an amount to be determined by the trier of fact, together with an award of punitive damages in the amount to be determined by the trier of fact, as well as for reasonable attorneys' fees and he may recover therefore pursuant to 15 USC 1681n.

**WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment against the Defendant Ithaca for the greater of statutory or actual damages, plus punitive damages, along with costs, interest and attorneys' fees in the amount of less

1 than twenty-five thousand dollars (\$25,000.00) exclusive of costs, interest and  
2 attorneys' fees.  
3

4 **COUNT IX**

5 **NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
6 **BY EXPERIAN**  
7

8 64. Plaintiff realleges the above paragraphs as if recited verbatim.

9 65. Defendant Experian prepared, compiled, issued, assembled, transferred,  
10 published, and otherwise reproduced consumer reports regarding Mr. McHenry  
11 as that term is defined in 15 USC 1681a.  
12

13 66. Such reports contained information about Mr. McHenry that was false,  
14 misleading, and inaccurate.  
15

16 67. Experian negligently failed to maintain and/or follow reasonable procedures to  
17 assure maximum possible accuracy of the information it reported to one or  
18 more third parties pertaining to Mr. McHenry, in violation of 15 USC 1681e(b).  
19

20 68. After receiving Mr. McHenry's consumer dispute to the Errant Trade Lines,  
21 Experian negligently failed to conduct a reasonable reinvestigation as required  
22 by 15 U.S.C. 1681i.  
23

24 69. As a direct and proximate cause of Experian's negligent failure to perform its  
25 duties under the FCRA, Mr. McHenry has suffered actual damages, mental  
26 anguish and suffering, humiliation, and embarrassment.  
27  
28



1 70.Experian is liable to Mr. McHenry by reason of its violation of the FCRA in an  
2 amount to be determined by the trier fact together with his reasonable attorneys'  
3 fees pursuant to 15 USC 1681o.  
4

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6 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
7 against Experian for actual damages, costs, interest, and attorneys' fees.  
8

9 **COUNT X**

10 **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
11 **BY EXPERIAN**  
12

13 71.Plaintiff realleges the above paragraphs as if recited verbatim.

14 72.Defendant Experian prepared, compiled, issued, assembled, transferred,  
15 published, and otherwise reproduced consumer reports regarding Mr. McHenry  
16 as that term is defined in 15 USC 1681a.  
17

18 73.Such reports contained information about Mr. McHenry that was false,  
19 misleading, and inaccurate.  
20

21 74.Experian willfully failed to maintain and/or follow reasonable procedures to  
22 assure maximum possible accuracy of the information that it reported to one or  
23 more third parties pertaining to Mr. McHenry, in violation of 15 USC 1681e(b).  
24

25 75. After receiving Mr. McHenry's consumer dispute to the Errant Trade Lines,  
26 Experian willfully failed to conduct a reasonable reinvestigation as required by  
27 15 U.S.C. 1681i.  
28

1 76.As a direct and proximate cause of Experian's willful failure to perform its  
2 duties under the FCRA, Mr. McHenry has suffered actual damages, mental  
3 anguish and suffering, humiliation, and embarrassment.  
4

5 77.Experian is liable to Mr. McHenry by reason of its violations of the FCRA in an  
6 amount to be determined by the trier of fact together with his reasonable  
7 attorneys' fees pursuant to 15 USC 1681n.  
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10 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
11 against Experian for the greater of statutory or actual damages, plus punitive damages,  
12 along with costs, interest, and attorneys' fees.  
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**COUNT XI**

**NEGLIGENT VIOLATION OF THE FAIR CREDIT REPORTING ACT  
BY EQUIFAX**

78.Plaintiff realleges the above paragraphs as if recited verbatim.

79.Defendant Equifax prepared, compiled, issued, assembled, transferred,  
published and otherwise reproduced consumer reports regarding Mr. McHenry  
as that term is defined in 15 USC 1681a.

80.Such reports contained information about Mr. McHenry that was false,  
misleading and inaccurate.

81.Equifax negligently failed to maintain and/or follow reasonable procedures to  
assure maximum possible accuracy of the information it reported to one or  
more third parties pertaining to Mr. McHenry, in violation of 15 USC 1681e(b).

82. After receiving Mr. McHenry's consumer dispute to the Errant Trade Lines,  
Equifax negligently failed to conduct a reasonable reinvestigation as required  
by 15 U.S.C. 1681i.

83.As a direct and proximate cause of Equifax's negligent failure to perform its  
duties under the FCRA, Mr. McHenry has suffered actual damages, mental  
anguish and suffering, humiliation and embarrassment.

84.Equifax is liable to Mr. McHenry by reason of its violation of the FCRA in an  
amount to be determined by the trier fact together with his reasonable attorneys'  
fees pursuant to 15 USC 1681o.

1       **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
2 against Equifax for actual damages, costs, interest and attorneys' fees in the amount of  
3  
4 less than twenty five thousand dollars (\$25,000.00) exclusive of costs, interest and  
5 attorneys' fees.

6  
7                                   **COUNT XII**

8                   **WILLFUL VIOLATION OF THE FAIR CREDIT REPORTING ACT**  
9                   **BY EQUIFAX**

10       85.Plaintiff realleges the above paragraphs as if recited verbatim.

11       86.Defendant Equifax prepared, compiled, issued, assembled, transferred,  
12  
13       published and otherwise reproduced consumer reports regarding Mr. McHenry  
14       as that term is defined in 15 USC 1681a.

15       87.Such reports contained information about Mr. McHenry that was false,  
16  
17       misleading and inaccurate.

18       88.Equifax willfully failed to maintain and/or follow reasonable procedures to  
19  
20       assure maximum possible accuracy of the information that it reported to one or  
21       more third parties pertaining to Mr. McHenry, in violation of 15 USC 1681e(b).

22       89. After receiving Mr. McHenry's consumer dispute to the Errant Trade Lines,  
23  
24       Equifax willfully failed to conduct a reasonable reinvestigation as required by  
25       15 U.S.C. 1681i.

1 90.As a direct and proximate cause of Equifax's willful failure to perform its duties  
2 under the FCRA, Mr. McHenry has suffered actual damages, mental anguish  
3 and suffering, humiliation and embarrassment.  
4

5 91.Equifax is liable to Mr. McHenry by reason of its violations of the FCRA in an  
6 amount to be determined by the trier of fact together with his reasonable  
7 attorneys' fees pursuant to 15 USC 1681n.  
8

9  
10 **WHEREFORE, PLAINTIFF PRAYS** that this court grant him a judgment  
11 against Defendant Equifax for the greater of statutory or actual damages, plus punitive  
12 damages along with costs, interest and reasonable attorneys' fees in the amount of less  
13 than twenty five thousand dollars (\$25,000.00) exclusive of costs, interest and  
14 attorneys' fees.  
15

16  
17 **JURY DEMAND**

18 Plaintiffs hereby demand a trial by Jury.  
19  
20

21 DATED: November 19, 2015

**McDONOUGH & NOWICKI PLLC**

22  
23 By: /s/ Nicholas R. Nowicki

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Attorneys for Plaintiff,  
Schuyler McHenry

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